Contract NO. 2022-ERGS-XSTL-QT-006

CONSTRUCTION OF NEW BRIDGE GEODETIC POINTS SERVICE CONTRACT

新建桥梁测量控制点服务合同

Party A: SHANDONG LUQIAO GROUP CO. LTD

OGRANAK BEOGRAD-Novi Beograd

Party B: AKCIONARSKO DRUŠTVO ZAVOD ZA GEOTEHNIKU SUBOTICA

АКЦИОНАРСКО ДРУШТВО
ЗАВОД ЗА ГЕОТЕХНИКУ
Број: 02/3-22
Датум: 09.02.2022 год.
СУБОТИЦА

新建桥梁测量控制点服务合同服务合同（合同编号：2022-ERGS-XSTL-QT-006）于年_____月_____日在苏博蒂察签订，签约双方：

CONSTRUCTION OF NEW BRIDGE GEODETIC POINT SERVICE CONTRACT (Contract number: 2022-ERGS-XSTL-QT-006) concluded in Subotica, on 2022.02.09., between:

Party A 甲方：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Represented by Mr. Wang Yong

And 和

Party B 乙方： AKCIONARSKO DRUŠTVO ZAVOD ZA GEOTEHNIKU SUBOTICA, MB: 08181195, PIB: 101753336, Segedinski put 86, Subotica. Represented by director Živoslav Stojanović.

为完成匈塞铁路 Km128+849.48 至 Km184+635.07 段所有桥梁的测量控制点新建工作，甲方委托乙方提供新建桥梁测量控制点服务。经友好协商，双方达成如下协议：

In order to complete the construction of new geodetic points for all bridges from Km128+849.48 to Km184+635.07 of the Hungary-Serbia Railway, Party A entrusts Party B to provide the service to construct the new bridge geodetic points. After friendly negotiation, the two parties reached the following agreement:

ARTICLE 1 第一条

SUBJECT OF THE CONTRACT 合同标的

经甲方委托，乙方同意实施匈塞铁路 Km128+849.48(Mali Idoš) 至 Km184+635.07(Kelebija)段新建桥梁测量控制点服务，具体应包括但不限于以下工作内容：

1.1 全部材料（带 5/8 " 螺纹ø200mm 的强制对中板、ø45 x 145mm 基准、ø159x6.3mm S235 钢管、混凝土等为完成图示工程的相关材料）的采购、运输、安装；

1.2 基坑开挖、浇筑混凝土、回填；

1.3 提供钻孔设备，根据甲方指定的地点进行钻孔并浇筑混凝土，钻孔长度根据设计图纸、地下水及地质情况确定；

1.4 埋设ø159x6.3mm S235 钢管；

1.5 10cm 厚的混凝土板浇筑；

1.6 完成新建桥梁测量控制点的报告/技术文件编制；

1.7 其他与新建如图所示的桥梁测量控制点相关的工作。

Entrusted by Party A, Party B agrees to implement the service to construct the new

bridge geodetic points in the section from Km128+849.48 (Mali Idoš) to Km184+635.07 (Kelebija) of the Hungary-Serbia Railway, which shall include but not be limited to the following works:

1.1 Procurement, transportation and installation of all materials (forced centering plate ø200mm with 5/8" thread, benchmarks ø45 x 145mm, the steel pipe of ø159x6.3mm S235, concrete, etc. are the relevant materials for completing the illustrated project);

1.2 Excavation of foundation pit, pouring concrete and backfilling;

1.3 Provide drilling equipment, drill holes and pour concrete according to the location designated by Party A, and the length of the drilling holes is determined according to the design drawings, groundwater and geological conditions;

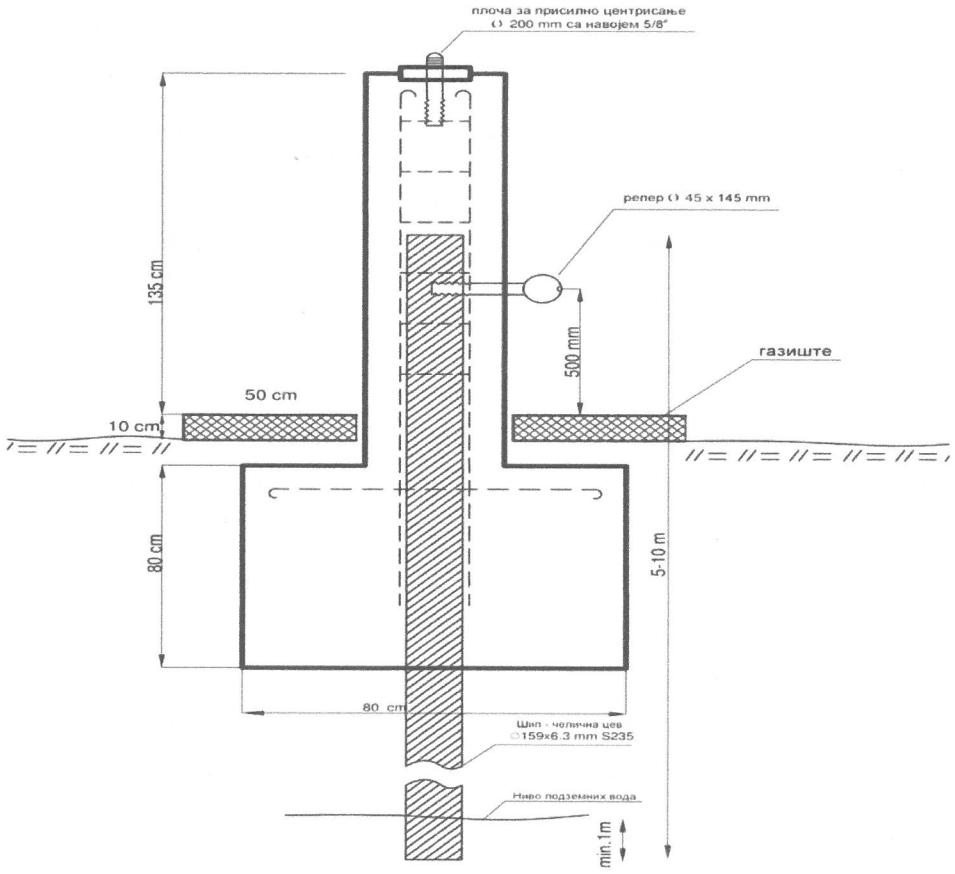
1.4 Bury the steel pipe of ø159x6.3mm S235;

1.5 Pour 10cm thick concrete slab;

1.6 Preparation of reports/technical documents for the all new bridge geodetic points;

1.7 Other works related to construct the new bridge geodetic points as shown in the designed drawings.

ГЕОДЕТСКИ СТУБ СА УГРАЂЕНИМ РЕПЕРОМ



ARTICLE 2 第二条

STANDARDS AND SPECIFICATIONS 标准和规范

2.1 为使新建测量控制点满足施工需求，乙方承诺严格按照匈塞铁路Km128+849.48 至 Km184+635.07 段的设计图纸、相关技术标准及甲方的要求执行新建桥梁测量控制点工作。

2.1 In order to make the new geodetic points meet the construction requirements, Party B undertakes to carry out the works to construct new bridge geodetic points in strict accordance with the design drawings of the section Km128+849.48 to Km184+635.07 of the Hungary-Serbia Railway, the relevant technical standards and the requirements of Party A.

ARTICLE 3 第三条

PRICE TABLE 价格表

3.1 合同价格构成:

3.1 Contract price composition:

序号 NO.	项目名称 Work Description	单位 Unit	工程量 Quantity	不含税单价 Unit Price without VAT	金额 Price	备注 Remark
1	钻孔 Drilling Piles	m	285	4200	1197000	钻孔长度以实际地面高程与桩底的差值计量 The length of the borehole is measured by the difference between the actual ground elevation and the pile bottom
2	ø159x6.3mm S235 钢管安装 install the steel pipe of ø159x6.3mm S235	m	342	3000	1026000	钢管安装长度以实际钢管长度计量 The installed length of the steel pipe is measured by the actual length of the steel pipe
3	单个控制点的其他附属工作 Other works for a point	个	57	51831	2954367	
不含增值税合计（塞尔维亚第纳尔） Total without VAT (Serbian Dinar)					5177367	

3.1.1 合同单价是固定不变且不含增值税的，以上单价已包含了在匈塞铁路Km128+849.48(Mali Idoš)至 Km184+635.07(Kelebija)段完成合同及设计图纸中规定所有新建测量控制点的全部费用。除非合同另有规定，其余所有未详细列出的费用被视为已包含在上述单价中。

3.1.1 The unit price of the contract is fixed and does not include value-added tax. The above unit price has included all charges to complete the all works of constructing new bridge geodetic points stipulated in the contract and design drawings in the section of Hungary-Serbia Railway from Km128+849.48 (Mali Idoš) to Km184+635.07 (Kelebija). All other charges not listed in detail are deemed to be included in the unit price , excepted by agreement and approval

3.1.2 预估的不含增值税合同总金额为 5,177,367 塞尔维亚第纳尔，含 20%增值税合同总金额为 6212840.4 塞尔维亚第纳尔。
价格表中的数量为预估数量，不作为结算依据，实际结算及支付已实际完成的数量计算。
3.1.2 The estimated total contract amount without VAT is 5,177,367 Serbian Dinars, and the total contract amount with 20% VAT is 6,212,840.4 Serbian Dinars.
The quantity in the price table is the estimated quantity and is not used as the basis for settlement. The actual settlement and payment are calculated for the quantity that has been actually completed.

ARTICLE 4 第四条
DEADLINE FOR COMPLETING WORKS 完成工作截止期限

4.1 完成钻孔工作和安装 159 毫米管道的截止日期为预付款支付之日起 40 日历天。为如期完成各项工作，乙方应配备足够的人员、设备和材料。
4.1 The deadline for the completion of drilling works and installation of pipes fi 159mm is 40 calendar days from the date when the advance payment is paid.
In order to complete all works as scheduled, Party B shall be equipped with sufficient personnel, machines and materials.

4.2 完成剩余全部工作的截止日期为预付款支付之日起 60 日历天。
4.2 The deadline for completion of all remaining work is 60 calendar days from date when the advance payment is paid.

ARTICLE 5 第五条
PAYMENT METHOD 付款方式

5.1.1 为使工作更好更快地完成，付款分为两部分，第一部分为预付款，预付款金额为 1231200 塞尔维亚第纳尔，预付款在签订合同后 5 日内支付。
第二部分：甲方将在乙方完成所有工作、出具报告/技术文件并通过后 30 天内支付剩余所有款项。
5.1.2 在支付剩余所有款项前，新建的桥梁测量控制点及报告/技术文件需要经合同双方验收，验收合格后，方可进行付款；若验收不合格，乙方必须采取措施进行补救。
乙方银行账号：Erste Bank, 340-33317-83
5.1.1 In order to make the work better and faster, the payment is divided into two parts, the first part is the advance payment, the advance payment amount is 1231200 Serbian dinars.The advance payment is paid within 5 days after signing the contract
Part II: Party A will pay all remaining payments within 30 days after Party B

completes all work and issues the report/Technical documents.

5.1.2 Before paying the all remaining payments, the new geodetic points and reports/technical documents need to be checked and accepted by both parties of the contract. Payment can be made only after the acceptance is passed; if the acceptance is not qualified, Party B must take measures to remedy it.

The bank account number of Party B: Erste Bank, 340-33317-83

ARTICLE 6 第六条

OBLIGATIONS AND RIGHTS OF Part B 乙方的义务和权利

6.1 为如期完成新建测量控制点工作，乙方有义务在施工现场投入足够的人员、设备及材料。

6.1 In order to complete the works of new geodetic points as scheduled, Party B is obliged to invest sufficient personnel, equipment and materials on the construction site.

6.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动。

6.2 The Part B is obliged to take into account the interests of the Part A as his own and to act accordingly.

6.3 在施工现场，乙方应保证己方人员安全并遵守甲方的安全要求，若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

6.3 On the construction site, Party B shall ensure the safety of their own personnel and comply with Party A's safety requirements. If any safety accident occurs, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

6.6 乙方应配合甲方制定新建测量控制点的计划，并严格按照计划实施大地测量工作。

6.6 Party B must cooperate with Party A to formulate a dynamic plan for the construction of new geodetic points, and work strictly in accordance with the plan.

ARTICLE 7 第七条

OBLIGATIONS AND RIGHTS OF Part A 甲方的义务和权利

7.1 为乙方标记每一个测量控制点的位置，并提供给乙方相关的设计图纸（PDF版本图纸）。

7.1 Mark the position of each geodetic point for Party B, and provide Party B with relevant design drawings (PDF version drawings).

7.2 甲方有义务在工作中对乙方进行检查及监督，邀请监理参与检查及验收。

7.2 Party A is obliged to inspect and supervise Party B in the work, and invite the supervisor to participate in the inspection and acceptance.

7.3 按照合同规定及时并足额支付费用。

7.3 Pay the fee in time and in full according to the contract.

Miscellaneous 其他

8.1 乙方应对甲方、投资者或第三方造成的任何损害负责。损坏费用由乙方承担。

The Part B is responsible for any damage caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

8.2 管辖该领域的技术和其他法规适用于本合同未规定的所有内容。

8.2 Technical and other regulations governing this area apply to everything that is not provided for in this contract.

8.3 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察的主管法院解决。

8.3 This contract will take effect after both parties sign and seal it, and it will be effective until the date when all the terms of this contract are fulfilled. Both parties have the right to terminate the contract in advance through friendly negotiation. Both parties agree that all disputes shall be resolved through negotiation, and if the negotiation fails, it shall be resolved by the competent court in Subotica.

8.4 本合同以中文和英文订立。 如果两种语言之间有任何差异，应以英文版本为准。

8.4 This contract is concluded in Chinese and English. In the event of any discrepancy between the two languages, the English version shall prevail.

8.5 本合同一式四份。 甲方持有两份，乙方持有两份。

8.5 The Contract is made in four identical copies. Party A holds two copies, Party B holds two copies.

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	AKCIONARSKO DRUŠTVO ZAVOD ZA GEOTEHNIKU SUBOTICA
Party A	Party B
Signature and official seal	Signature and official seal
甲方签字:	乙方签字:
Name 姓名: Wang Yong	Name 姓名: Živoslav Stojanović
Date 日期: 2022.02.09	Date 日期: 2022.02.09